

# EXHIBIT A

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK**

ARK99 DOE,

Plaintiff,

v.

NATIONAL BOY SCOUTS OF AMERICA  
FOUNDATION a/k/a THE BOY SCOUTS  
OF AMERICA; GREATER NEW YORK  
COUNCILS, BOY SCOUTS OF AMERICA;  
ST. PIUS V; and DOES 1-5 whose identities  
are unknown to Plaintiff,

Defendants.

Index No. \_\_\_\_\_

**COMPLAINT****DEMAND FOR JURY TRIAL**

From approximately the years of 1978 through 1983, Daryl Bernard Hughes sexually abused Plaintiff as a child. While the abuse occurred, Defendants were generally negligent, they negligently employed Daryl Bernard Hughes, and gave him access to children, including Plaintiff. This lawsuit arises out of Plaintiff's significant damages from that sexual abuse, as described below. Plaintiff, by and through Plaintiff's attorneys, states and alleges as follows:

**PARTIES****A. Plaintiff**

1. At all times material to this Complaint, Plaintiff resided in the State of New York.
2. Plaintiff currently resides in the State of New Jersey.

3. Plaintiff brings this action under a pseudonym with leave of Court.

**B. Defendants**

4. Whenever reference is made to any Defendant entity, such reference includes that entity, its parent companies, subsidiaries, affiliates, predecessors, and successors. In addition, whenever reference is made to any act, deed, or transaction of any entity, the allegation means that the entity engaged in the act, deed, or transaction by or through its officers, directors, agents, employees, or representatives while they were actively engaged in the management, direction, control, or transaction of the entity's business or affairs.

5. At all times material, Defendant National Boy Scouts of America Foundation a/k/a The Boy Scouts of America ("BSA") was and is a congressionally chartered corporation, authorized to do business in New York, with its principal place of business located at 1325 W. Walnut Hill Lane, Irving, Texas 75038. Defendant BSA includes but is not limited to the organization and any other organization and/or entities operating under the same or similar name with the same or similar principal place of business.

6. At all times material, BSA had and continues to have continuous and systematic contacts throughout the State of New York, including but not limited to New York County.

7. At all times material, Defendant Greater New York Councils, Boy Scouts of America d/b/a Queens Council, Greater New York Councils, Boy Scouts of America ("Greater New York Councils"), was and continues to be a non-profit corporation authorized to

conduct business and conducting business in the state of New York, with its principal place of business at 475 Riverside Drive, Suite 600, New York, New York 10115. Defendant Greater New York Councils includes but is not limited to the organization and any other organization and/or entities operating under the same or similar name with the same or similar principal place of business.

8. At all times material, Defendant St. Pius V was and continues to be a non-profit corporation authorized to conduct business and conducting business in the State of New York, with its principal place of business at 106-12 Liverpool Street, Jamaica, New York 11435. Defendant St. Pius V includes but is not limited to the organization and any other organization and/or entity operating under the same or similar name with the same or similar principal place of business.

9. Defendants Does 1 through 5 are unknown agents whose identities will be provided when they become known pursuant to C.P.L.R. § 1024.

#### **JURISDICTION**

10. This Court has jurisdiction pursuant to C.P.L.R. § 301 as Defendant Greater New York Councils' principal place of business is in New York and because the unlawful conduct complained of herein occurred in New York.

11. Venue is proper pursuant to C.P.L.R. § 503 in that New York County is the principal place of business of Defendant Greater New York Councils. In addition, many of the events giving rise to this action occurred in New York County.

#### **FACTUAL ALLEGATIONS**

12. At all times material, Daryl Bernard Hughes ("Hughes") was an adult

leader of a Boy Scout troop at St. Pius V in Jamaica, New York. At all times material, Hughes remained under the direct supervision, employ, and control of Defendants. Defendants placed Hughes in positions where he had access to and worked with children as an integral part of his work.

13. Plaintiff was a youth member of a Boy Scout troop at St Pius V and came into contact with Hughes as an agent and representative of Defendants.

14. Through his participation in the Boy Scouts, Plaintiff developed great admiration, trust and respect for scouting and came to know and trust Hughes as his scoutmaster, a mentor and authority figure. During and through these activities, Plaintiff, as a minor and vulnerable child, was dependent on Defendants and Hughes. Defendants had custody of Plaintiff and accepted the entrustment of Plaintiff and, therefore, had responsibility for Plaintiff and authority over Plaintiff.

15. In approximately 1978 to 1983, when Plaintiff was approximately 12 to 17 years old, Hughes engaged in unpermitted sexual contact with Plaintiff.

16. Defendants have known for decades that sexual predators had infiltrated scouting, desiring positions around children, due in part to their sexual interest in children. Defendants knew or should have known of the danger that pedophiles presented to children participating in scouting before Plaintiff was abused.

17. Defendants' own "Ineligible Volunteer Files," including a subcategory referred to as the "Perversion Files," collected and maintained in secrecy for at least seventy years, reveal that pedophiles are drawn to scouting and that the Boy Scouts is a sanctuary for child molesters.

18. Defendants' "Perversion Files" demonstrate that the Boy Scouts are aware and have been aware that pedophiles are attracted to scouting, the distinctive characteristics of scouting render scouts particularly susceptible to pedophiles who are given authority, and the actual and apparent authority of persons who serve in scoutmaster roles are used by pedophiles to sexually abuse young scouts in and out of scouting.

19. In 2012, Defendant BSA was ordered to disclose the Ineligible Volunteer Files of 1247 alleged child sexual abusers who worked for the Boy Scouts of America between 1965 and 1985 by the Oregon Supreme Court. BSA continues to conceal information about ineligible volunteers that have been disclosed and the files of, and information about, ineligible volunteers not included in the 2012 release. As a result, children are at risk of being sexually molested.

20. In 2019, Dr. Janet Warren, a professor of psychiatry and neurobehavioral sciences employed at the Institute of Law, Psychiatry and Public Policy at the University of Virginia, testified that she was contracted by BSA to review Ineligible Volunteer Files from 1944 through 2016. Dr. Warren testified that her review of the files identified 7,819 perpetrators who they believed had been involved in sexually abusing a child. A review of the BSA files also identified 12,254 victims.

21. In 2013, a Minnesota District Court ordered Defendant BSA to disclose all Ineligible Volunteer Files of alleged child sexual abusers who worked in the Boy Scouts of America between 1999 and 2008. The Ineligible Volunteer Files produced under this order comprised approximately 1,538 cases of abuse detailed in approximately 48,000

pages of documents. However, these files are under court order not to be published, shared, or distributed by parties other than Defendant BSA without the court's permission, which has not been granted. As a result, BSA continues to conceal information about ineligible volunteers who worked for the Boy Scouts of America between 1999 and 2008. As a result, children are at risk of being sexually molested.

22. Upon information and belief, Defendant BSA has failed to report multiple allegations of sexual abuse of children by its agents to the proper civil authorities. As a result, children continue to be at risk of being sexually molested.

23. Defendant BSA continues to conceal important information about the agents and volunteers accused of sexual misconduct with minors. As a result, children are at risk of being sexually molested.

#### **COUNT I: NEGLIGENCE**

24. Plaintiff incorporates all consistent paragraphs of this Complaint as if fully set forth under this Count.

25. Each Defendant owed Plaintiff a duty of reasonable care to protect the Plaintiff from injury.

26. Each Defendant owed Plaintiff a duty of care because each Defendant had a special relationship with Plaintiff.

27. Defendants also had a duty arising from the special relationship that existed with Plaintiff, Plaintiff's parents, and other parents of young, innocent, vulnerable children in the BSA to properly train and supervise its agents. This special relationship arose because of the high degree of vulnerability of the children entrusted to their care.

As a result of this high degree of vulnerability and risk of sexual abuse inherent in such a special relationship, Defendants had a duty to establish measures of protection not necessary for persons who are older and better able to safeguard themselves.

28. Each Defendant owed Plaintiff a duty to protect Plaintiff from harm because each Defendant also had a special relationship with Hughes.

29. Defendants owed Plaintiff a duty of reasonable care because they solicited youth and parents for participation in their youth programs; encouraged youth and parents to have the youth participate in their programs; undertook custody of minor children, including Plaintiff; promoted their facilities and programs as being safe for children; held their agents, including Hughes, out as safe to work with children; encouraged children to spend time with their agents; and/or encouraged their agents, including Hughes, to spend time with, interact with, and recruit children.

30. By accepting custody of the minor Plaintiff, Defendants established an in loco parentis relationship with Plaintiff and in so doing, owed Plaintiff a duty to protect Plaintiff from injury. Further, Defendants entered into a fiduciary relationship with Plaintiff by undertaking the custody, supervision of, and/or care of the minor Plaintiff. As a result of Plaintiff being a minor, and by Defendants undertaking the care and guidance of the Plaintiff, Defendants also held a position of empowerment over Plaintiff. Further, Defendants, by holding themselves out as being able to provide a safe environment for children, solicited and/or accepted this position of empowerment. Defendants, through its employees, exploited this power over Plaintiff and, thereby, put the minor Plaintiff at risk for sexual abuse.



31. By establishing and/or operating the BSA, accepting the minor Plaintiff as a participant in their programs, holding their facilities and programs out to be a safe environment for Plaintiff, accepting custody of the minor Plaintiff in loco parentis, and by establishing a fiduciary relationship with Plaintiff, Defendants entered into an express and/or implied duty to properly supervise Plaintiff and provide a reasonably safe environment for children, who participated in their programs. Defendants owed Plaintiff a duty to properly supervise Plaintiff to prevent harm from foreseeable dangers. Defendants had the duty to exercise the same degree of care over minors under their control as a reasonably prudent person would have exercised under similar circumstances.

32. By establishing and operating the BSA, which offered educational programs to children, and by accepting the enrollment and participation of the minor Plaintiff as a participant in those educational programs, Defendants owed Plaintiff a duty to properly supervise Plaintiff to prevent harm from generally foreseeable dangers.

33. Each Defendant owed Plaintiff a duty to protect Plaintiff from harm because Defendants invited Plaintiff onto their property and Hughes posed a dangerous condition on Defendants' property.

34. Each Defendant breached its duties to Plaintiff. Defendants failed to use ordinary care in determining whether their facilities were safe and/or determining whether they had sufficient information to represent their facilities as safe. Defendants' breach of their duties include, but are not limited to: failure to protect Plaintiff from a known danger, failure to have sufficient policies and procedures in place to prevent child

sex abuse, failure to properly implement policies and procedures to prevent child sex abuse, failure to take reasonable measures to ensure that policies and procedures to prevent child sex abuse were working, failure to adequately inform families and children of the risks of child sex abuse, failure to investigate risks of child molestation, failure to properly train the employees at institutions and programs within Defendants' geographical confines, failure to train the minors within Defendants' geographical confines about the dangers of sexual abuse by leaders and/or scoutmasters, failure to have any outside agency test their safety procedures, failure to protect the children in their programs from child sex abuse, failure to adhere to the applicable standard of care for child safety, failure to investigate the amount and type of information necessary to represent the institutions, programs, leaders and people as safe, failure to train their employees properly to identify signs of child molestation by fellow employees, failure by relying upon mental health professionals, and/or failure by relying on people who claimed that they could treat child molesters.

35. Defendants also breached their duty to Plaintiff by failing to warn Plaintiff and Plaintiff's family of the risk that Hughes posed and the risks of child sexual abuse in the Boys Scouts of America. They also failed to warn them about any of the knowledge that Defendants had about child sexual abuse, including the information contained in the "Ineligible Volunteer" Files.

36. Defendants additionally violated a legal duty by failing to report known and/or suspected abuse of children by Hughes and/or its other agents to the police and law enforcement.

37. Prior to the sexual abuse of Plaintiff, Defendants learned or should have learned that Hughes was not fit to work with children. Defendants, by and through their agents, servants and/or employees, became aware, or should have become aware of Hughes' propensity to commit sexual abuse and of the risk to Plaintiff's safety. At the very least, Defendants knew or should have known that they did not have sufficient information about whether or not their leaders and people working in the Boy Scouts were safe.

38. Defendants knew or should have known that there was a risk of child sex abuse for children participating in BSA programs and activities. At the very least, Defendants knew or should have known that they did not have sufficient information about whether or not there was a risk of child sex abuse for children participating in BSA programs and activities.

39. Defendants knew or should have known that Defendants had numerous agents who had sexually molested children. Defendants knew or should have known that child molesters have a high rate of recidivism. They knew or should have known that there was a specific danger of child sex abuse for children participating in their youth programs.

40. However, despite this knowledge, Defendants negligently deemed that Hughes was fit to work with children; and/or that any previous suitability problems Hughes had were fixed and cured; and/or that Hughes would not sexually molest children; and/or that Hughes would not injure children.

41. Defendants' actions created a foreseeable risk of harm to Plaintiff. As a

vulnerable child participating in the programs and activities Defendants offered to minors, Plaintiff was a foreseeable victim. Additionally, as a vulnerable child who Hughes had access to through Defendants' facilities and programs, Plaintiff was a foreseeable victim.

42. As a direct result of the foregoing, Plaintiff sustained physical, emotional, and psychological injuries, along with pain and suffering. The sexual abuse and resulting injuries to Plaintiff were caused solely and wholly by reason of the negligent failures of Defendants.

#### **COUNT II: NEGLIGENT HIRING OF EMPLOYEES**

43. Plaintiff incorporates all consistent paragraphs of this Complaint as if fully set forth under this count.

44. At all times material, Hughes was employed by Defendants and was under each Defendant's direct supervision, employ, and control when he committed the wrongful acts alleged herein. Hughes engaged in the illegal conduct while acting in the course and scope of his employment with Defendants and/or accomplished the sexual abuse by virtue of his job-created authority.

45. Defendants were negligent in the hiring of its employees. Defendants negligently hired and/or retained Hughes and/or negligently placed Hughes in a position to cause foreseeable harm which Plaintiff would not have been subjected to had Defendants taken reasonable care in its pre-hiring investigation of Hughes.

46. Defendants negligently hired Hughes with knowledge of Hughes' propensity for the type of behavior which resulted in Plaintiff's injuries in this action.

Defendants failed to investigate Hughes' past history of inappropriate conduct and, through the exercise of reasonable diligence, should have known of Hughes' propensity for child sexual abuse. Defendant was required to make an appropriate investigation of Hughes and failed to do so. An appropriate investigation would have revealed the unsuitability of Hughes for employment and it was unreasonable for Defendants to hire Hughes in light of the information they knew or should have known.

47. As a direct result of the foregoing, Plaintiff sustained physical, emotional, and psychological injuries, along with pain and suffering. The sexual abuse and resulting injuries to Plaintiff were caused solely and wholly by reason of the negligent failures of Defendants.

**COUNT III: NEGLIGENT TRAINING AND SUPERVISION OF EMPLOYEES**

48. Plaintiff incorporates all consistent paragraphs of this Complaint as if fully set forth under this count.

49. At all times material, Hughes was employed by Defendants and was under each Defendant's direct supervision, employ, and control when he committed the wrongful acts alleged herein. Hughes engaged in the wrongful conduct while acting in the course and scope of his employment with Defendants and/or accomplished the sexual abuse by virtue of his job-created authority.

50. Defendants had a duty, arising from their employment of Hughes, to ensure that he did not sexually molest children.

51. Further, Defendants owed a duty to train and educate employees and administrators and establish adequate and effective policies and procedures calculated

to detect, prevent, and address inappropriate behavior and conduct between adults and children.

52. Defendants were negligent in the training, supervision, and instruction of their employees. Defendants failed to timely and properly educate, train, supervise, and/or monitor their agents or employees with regard to policies and procedures that should be followed when sexual abuse of a child is suspected or observed. Defendants were additionally negligent in failing to supervise, monitor, chaperone, and/or investigate Hughes and/or in failing to create, institute, and/or enforce rules, policies, procedures, and/or regulations to prevent Hughes' sexual abuse of Plaintiff. In failing to properly supervise Hughes, and in failing to establish such training procedures for employees and administrators, Defendants failed to exercise the degree of care that a reasonably prudent person would have exercised under similar circumstances.

53. As a direct result of the foregoing, Plaintiff sustained physical, emotional, and psychological injuries, along with pain and suffering. The sexual abuse and resulting injuries to Plaintiff were caused solely and wholly by reason of the negligent failures of Defendants in the training and/or supervising of its employees.

#### **COUNT IV: NEGLIGENT RETENTION OF EMPLOYEES**

54. Plaintiff incorporates all consistent paragraphs of this Complaint as if fully set forth under this count.

55. At all times material, Hughes was employed by Defendants and was under each Defendant's direct supervision, employ, and control when he committed the wrongful acts alleged herein.

56. Defendants negligently retained Hughes with knowledge of Hughes' propensity for the type of behavior which resulted in Plaintiff's injuries in this action. Defendants failed to investigate Hughes' past and/or current history of sexual abuse and, through the exercise of reasonable diligence, should have known of Hughes' propensity for child sexual abuse. Defendants should have made an appropriate investigation of Hughes and failed to do so. An appropriate investigation would have revealed the unsuitability of Hughes for continued employment and it was unreasonable for Defendants to retain Hughes in light of the information they knew or should have known.

57. Defendants negligently retained Hughes in a position where he had access to children and could foreseeably cause harm which Plaintiff would not have been subjected to had Defendants taken reasonable care.

58. In failing to timely remove Hughes from working with children or terminate the employment of Hughes, Defendants failed to exercise the degree of care that a reasonably prudent person would have exercised under similar circumstances.

59. As a direct result of the foregoing, Plaintiff sustained physical, emotional, and psychological injuries, along with pain and suffering. The sexual abuse and resulting injuries to Plaintiff were caused solely and wholly by reason of the negligent failures of Defendants in the retention of its employees.

#### **PRAYER FOR RELIEF**

WHEREFORE, based on the foregoing causes of action, Plaintiff prays for judgment against Defendants in an amount that will fully and fairly compensate Plaintiff for Plaintiff's injuries and damages and for any other relief the Court deems appropriate.

The amount of damages sought in this Complaint exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

### **JURY DEMAND**

Plaintiff demands a trial by jury of all issues so triable. Pursuant to §4 of the New York Child Victims Act, Plaintiff is entitled to a trial preference.

Dated: August 19, 2019  
New York, New York

/s/ Patrick Stoneking  
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